

Mid-Continent Association W. Revisions
Form 31

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Energy Marketing Group Inc. of
3033 NE 33 Ave. Ft. Lauderdale, FL 33308

(hereinafter called Assignor), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell,

assign, transfer and set over unto Richard J. Webb of, 1819

Smyth Ave. Spass. 89, San Ysidro, CA 92073

(hereinafter called Assignee), 100% interest in and to the oil and gas lease

dated 1 April, 1984 from Plano Petroleum Corp. of 1101 E. Plano Parkway

P.O. Box 247, Plano, TX 75074 Assignor

to Energy Marketing Group Inc. of 3033 NE 33 Ave. Ft. Lauderdale, FL 33308 Assignee

~~and~~ as to Section 28, O&G Lease, page No. 33977, insofar as said lease covers the following described land in

Nye & Lincoln County, State of Nevada

Township 6 North, Range 62 East

Sec 28: NW 4

160.00 Acres Gross & Net

of Section 28, Township 6 North, Range 62 East, and containing 160.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of 3% of 8/R

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 60 days in advance of the anniversary date

specified in said lease, and Assignor hereunder shall then have 30 days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 26th day of June, 1984

without warranties of any kind.

Mark Modist, President (Seal)

..... (Seal)

..... (Seal)

Lincoln County

STATE OF _____)
COUNTY OF _____) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____ personally appeared _____

and _____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

Notary Public.

STATE OF _____)
COUNTY OF _____) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____ personally appeared _____

and _____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____

Notary Public.

State of Florida)
County of Broward) ss. ACKNOWLEDGMENT (For use by Corporation)

On this 26th day of June, A. D. 1984, before me personally appeared Mark Modist to me personally known, who, being by me duly sworn, did say that he is the President of Energy Marketing Group, Inc.

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 26th day of June, A. D. 1984

(SEAL) NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 18, 1988
My Commission expires RECORDED THROUGH MURPHY-WASHINGTON, INC.
Bill Johnson
Notary Public.

Vertical recording information fields including: No. 80315, FROM, TO, Dated, No. Acres, Term, County, This instrument was filed for record on the 9th day of July 19 84 at 4:05 o'clock P. M., and duly recorded in Volume Book 60 Page 435 Lincoln Co., Nevada of the records of this office. YURIKO SETZER County Clerk Recorder. By Yuriko Setzer Deputy. When recorded return to _____